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PROPOSED ATTORNEYS FOR DEBTOR AND  
DEBTOR-IN-POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

<b>IN RE</b>	§	
	§	<b>CASE NO. 10-31814-bjh-11</b>
<b>TARAZ KOOH, LLC,</b>	§	
	§	<b>CHAPTER 11</b>
	§	
<b>DEBTOR.</b>	§	

**ATTORNEY CHECKLIST CONCERNING INTERIM ORDER ON  
USE OF CASH COLLATERAL AND POST-PETITION FINANCING  
(WHICH IS IN EXCESS OF TEN (10) PAGES)**

**CERTIFICATE BY COUNSEL**

This is to certify that the following checklist fully responds to the Court's inquiry concerning material terms of the Debtor's Motion for Approval to Use Cash Collateral and Obtain Post-Petition Financing and proposed Interim Order:

**1. Identification of Proceeding:**

- |     |   |                               |
|-----|---|-------------------------------|
| (a) | Preliminary or final motion/order . . . . .                     | Interim Order<br>(circle one) |
| (b) | Continuing use of cash collateral<br>(§ 363) . . . . .          | Yes                           |
| (c) | New financing (§364) . . . . .                                  | No                            |
| (d) | Combination of §§ 363 and 364<br>financing . . . . .            | No                            |
| (e) | Emergency hearing (immediate and<br>irreparable harm) . . . . . | Yes                           |

2. Stipulations:

- (a) Brief history of debtor's businesses and status of debtor's prior relationships with lender ..... Yes
- (b) Brief statement of purpose and necessity of financing ..... Yes
- (c) Brief statement of type of financing (i.e., accounts receivable, inventory) ..... Yes
- (d) Are lender's pre-petition security interest(s) and liens deemed valid, fully perfected and non-avoidable ..... No.
- (i) Are there provisions to allow for objections to above? ..... N/A
- (e) Is there a post-petition financing agreement between lender and debtor? ..... No
- (i) If so, is agreement attached? ..... N/A
- (f) If there is an agreement, are lender's post-petition security interests and liens deemed valid, fully perfected and non-avoidable? ..... N/A
- (g) Is lender undersecured or oversecured? ..... Disputed (circle one)
- (h) Has lender's non-cash collateral been appraised? ..... Not by Debtor
- (i) Insert date of latest appraisal ..... N/A
- (i) Is debtor's proposed budget attached? ..... Yes
- (j) Are all pre-petition loan documents identified? ..... Yes
- (k) Are pre-petition liens on single or multiple assets? (circle one) ..... Multiple
- (l) Are there pre-petition guaranties of debt? ..... Yes, Springing Guaranties

3. Grant of Liens.

- \* (a) Do post-petition liens secure pre-petition debts? ..... No
- \* (b) Is there cross-collateralization? ..... No
- \*\* (c) Is the priority of post-petition liens equal to or higher than existing liens? ..... No
- \*\* (d) Do post-petition liens have retroactive effect? ..... No
- § Are there restrictions on granting further liens or liens of equal or higher priority? ..... Yes
- (f) Is lender given liens on claims under §§ 506(c), 544-50 and §§ 522? ..... No
- (i) Are lender's attorneys fees to be paid? ..... No
- (ii) Are debtor's attorneys fees excepted from §506(c) ..... No 506(c) waiver
- \* (g) Is lender given liens upon proceeds of causes of action under §§ 544,547 and 548? ..... No

4. Administrative Priority Claims:

- (a) Is lender given an administrative priority? ..... Yes
- (b) Is administrative priority higher than § 507(a)? ..... Yes
- (c) Is there a conversion of pre-petition secured claim to post-petition administrative claim by virtue of use of existing collateral ..... Possibly

5. Adequate Protection (§ 361):

- (a) Is there post-petition debt service? ..... No
- (b) Is there a replacement/additional 361(1) lien? (circle one or both) ..... Both
- (c) Is the lender's claim given super-priority (§ 364(c) or (d)) [designate] ..... No
- (d) Are there guaranties? ..... No additional guaranties

- (e) Is there adequate insurance coverage? ..... Yes
6. Waiver/Release Claims v. Lender:
- \*\* (a) Debtor waives or release claims against lender, including, but not limited to, claims under §§ 506(c), 544-550,552, and 553 of the Code? ..... No
- \*\* (b) Does the debtor waive defenses to claim or liens of lenders ..... No
7. Source of Post-Petition Financing (§364 Financing):
- (a) Is the proposed lender also the pre-petition lenders ..... N/A
- (b) New post-petition lenders? ..... N/A
- (c) Is the lender an insider? ..... N/A
8. Modification of Stay:
- \*\* (a) Is any modified lift of stay allowed? . Yes, but only to perfect post-petition liens.
- \*\* (b) Will the automatic stay be lifted to permit lender to exercise self-help upon default without further order? ..... No
- (c) Are there any other remedies exercisable without further order of courts ..... No
- (d) Is there a provision that any future modification of order shall not affect status of debtor's post-petition obligations to lenders ..... Yes, but only as to amounts advanced or used during interim period.
9. Creditors' Committee:
- (a) Has creditors' committee been appointed? ..... No
- (b) Does creditors' committee approve of proposed financing? ..... N/A
10. Restrictions on Parties in Interest
- \*\* (a) Is a plan proponent restricted in any manner, concerning modification of lender's rights, liens and/or causes? ..... No

- (b) Is the debtor prohibited from seeking to enjoin the lender in pursuit of rights? ..... No
- (c) Is any party in interest prohibited from seeking to modify this order? ..... No
- (d) Is the entry of any order conditioned upon payment of debt to lender? ..... No
- (e) Is the order binding on subsequent trustee on conversion? ..... Yes

11. Nunc Pro Tunc.

- \*\* (a) Does any provision have retroactive effect? ..... No

12. Notice and Other Procedures.

- (a) Is shortened notice requested? ..... Yes
- (b) Is notice requested to shortened lists? ..... Yes
- (c) Is time to respond to be shortened? ..... No
- (d) If final order sought, have 15 days elapsed since service of motion pursuant to Rule 4001(b)(2)? ..... N/A
- (e) If preliminary order sought, is cash collateral necessary to avoid immediate and irreparable harm to the estate pending a final hearing? ..... Yes
- (f) Is a Certificate of Conference included? ..... Yes
- (g) Is a Certificate of Service included? ..... Yes
- (h) Is there verification of transmittal to U.S. Trustee included pursuant to Rule 9034? ..... Yes
- (i) Has an agreement been reached subsequent to filing motion? ..... Yes
  - (i) If so, has notice of the agreement been served pursuant to Rule 4001(d)(1)? ..... No
  - (ii) Is the agreement in settlement of motion pursuant to Rule 4001(d)(4)? ..... Yes

- (iii) Does the motion afford reasonable notice of material provisions of agreement pursuant to Rule 4001(d)(4)? ..... Yes
- (iv) Does the motion provide for opportunity for hearing pursuant to Rule 9014? ..... Yes, at final hearing.

SIGNED this the 16<sup>th</sup> day of March, 2010.

Respectfully submitted,

/s/ J. Mark Chevallier (03/16/10)

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